

STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 200135
Helena, MT 59620-0135
Phone: (406) 444-2575 Fax: (406) 444-2529
TTY Users-Dial 711
<http://www.mt.gov/doa/gsd>

WSCA #1715-D_RICOH
RICOH AMERICAS CORPORATION
Title: MULTIFUNCTION COPIERS & RELATED SOFTWARE
This is a non-exclusive contract.

CONTRACT TERM	FROM	APRIL 1, 2010	CONTRACT STATUS	NEW (xx) With option to renew for two (2) one (1) year terms.
	TO	JUNE 30, 2012		RENEW ()
VENDOR ADDRESS	RICOH AMERICAS CORPORATION FIVE DEDRICK PLACE WEST CALDWELL, NJ 07006		ORDER ADDRESS	
ATTN:	BART LEMMON		ATTN:	
PHONE:	775-684-0198		PHONE:	
CELL:	775-684-0188		FAX:	
E-MAIL:	Bart.lemmon@ricoh-usa.com		E-MAIL:	

This contract is available for purchase, operational leases, capital leases and cancelable rentals. All leases and rentals have a non-appropriations clause to avoid fiscal commitments. Copiers are categorized into groups of the following:

Black and white only

Black, white and color

Production black and white

Production color and wide format

Pricing and authorized dealers are listed on the State of Nevada website at the following link:

<http://purchasing.state.nv.us/copiers/wsca.htm>

Nevada is the lead state on this contract. The master contract and service level agreements are also found on this website.

WSCA 1715-D_Ricoh

Rhonda R. Grandy, CONTRACTS OFFICER

DATE:

AUTHORIZED SIGNATURE

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
MULTIFUNCTION COPIERS AND RELATED SOFTWARE
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT

Ricoh Americas Corporation
Nevada Contract Number: 1715
(hereinafter "Contractor")

And

[State of Montana]
(hereinafter "Participating State")

Page 1 of 4

1. **Scope:** This addendum covers the WSCA Multifunction Copiers and Related Software Contract lead by the State of Nevada for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

2. **Participation:** Use of specific WSCA cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. **Participating State Modifications or Additions to Master Price Agreement:**

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
MULTIFUNCTION COPIERS AND RELATED SOFTWARE
Administered by the State of Nevada (hereinafter "Lead State")**

**MASTER PRICE AGREEMENT
Ricoh Americas Corporation
Nevada Contract Number: 1715
(hereinafter "Contractor")**

And

[State of Montana]
(hereinafter "Participating State")

Page 2 of 4

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

4. Lease Agreements: Lease agreement approved per Master Agreement.

5. Primary Contacts: The primary government contact individual for this participating addendum are as follows (or their named successors):

Lead State

Name: Lyn Callison
Address: 515 East Musser Street
Telephone: (775) 684-0198
Fax: (775) 684-0188
E-mail: lcalliso@purchasing.state.nv.us

Contractor

Name: Bart Lemmon
Address: Five Dedrick Place, West Caldwell NJ, 07006
Telephone: 425-255-0730
Fax: 425-228-2115
E-mail: bart.lemmon@ricoh-usa.com

Participating State

Name: State of Montana
Rhonda R. Grandy
Address: 125 N Roberts, Room 165 Mitchell Building
Telephone: 406-444-3320
Fax: 406-444-2529
E-mail: rhgrandy@mt.gov

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
MULTIFUNCTION COPIERS AND RELATED SOFTWARE
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT
Ricoh Americas Corporation
Nevada Contract Number: 1715
(hereinafter "Contractor")

And

[State of Montana]
(hereinafter "Participating State")

Page 3 of 4

6. Subcontractors:

All Ricoh Americas Corporation dealers and resellers authorized in the State of Montana, as shown on the Dedicated Ricoh (WSCA) website, are approved to provide sales and service support to participants in the WSCA Master Pricing Agreement. The Ricoh dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Price Agreement.

7. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA Contract #1715" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount, monthly payment (if leased), itemized list of accessories, & CPC rate of the service contract. Please channel your PO through one of our authorized resellers so they can arrange for proper ordering and installation of your unit.

Orders will be made out to either (a) RICOH AMERICAS or (b) an AUTHORIZED RICOH SUBSIDIARY such as IKON Office Solutions.

For Ricoh Americas Orders:

<u>Address Purchase Orders to:</u>	<u>Purchases Remit Payment to:</u>	<u>Leases Remit Payment to:</u>
Ricoh Americas Corporation c/o Local Dealer 5 Dedrick Place West Caldwell NJ 07006-6304	Ricoh Americas Box 100345 Pasadena, CA 91189-0345	Ricoh Americas Corporation PO BOX 41602 Philadelphia, PA 19101

For Subsidiary Orders:

Simply issue the PO to the Subsidiary including the information above. The Subsidiary will install and invoice directly. Payments will be made in accordance with the WSCA contract. Invoices will contain references to the appropriate purchase order(s).

8. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: [insert appropriate number] and the Lead State price agreement number: **1715**.

This Participating Addendum and the Master Price Agreement number 1715 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or

PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
MULTIFUNCTION COPIERS AND RELATED SOFTWARE
Administered by the State of Nevada (hereinafter "Lead State")

MASTER PRICE AGREEMENT
Ricoh Americas Corporation
Nevada Contract Number: 1715
(hereinafter "Contractor")

And

[State of Montana]
(hereinafter "Participating State")

Page 4 of 4

written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

Purposely Left Blank

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: <i>Montana</i>	Contractor: <i>Ricoh Americas Corporation</i>
By: <i>Martin Eickholtz</i>	By: <i>Helen Kueck</i>
Name: <i>MARTIN EICKHOLTZ</i>	Name: <i>Helen Kueck</i>
Title: <i>ADMINISTRATOR, CSD</i>	Title: <i>Contracts Manager</i>
Date: <i>8/12/09</i>	Date: <i>7/23/09</i>

[Additional signatures as required by Participating State]